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Attorneys for John Deere Company

U.S. COURTS
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re)	
)	Case No. 96-02095
TERRY HIPWELL,)	Chapter 12
)	
)	MOTION TO ENFORCE
)	STIPULATION FOR RELIEF
Debtor.)	FROM AUTOMATIC STAY
_____)	RE: JOHN DEERE COMPANY

Under Code §362(d) and Local Bankruptcy Rule 4001.2, Creditor John Deere, by its undersigned attorneys, moves the Court for an order to grant relief from the automatic stay on the below-described property owned by Terry Hipwell in order to foreclose on its security interest in the same. The subject property is described as follows:

1 John Deere Tractor (Id. No. 8793720);
2 John Deere 4600 Plow 5 Bottom (Id. No. 12847);
3 John Deere 18' Offset (Id. No. 48525);
4 John Deere 4630 Tractor (Id. No. 4630H012320R);
5 John Deere 1480 Combine & 22' International Harvester 810
6 (Id. No. 01882); and
7 8 x 46 tractor tires and two 12.4 x 32 tractor tires.

On January 30, 1997, John Deere, the Debtor and the trustee entered into a Stipulation. Pursuant to the Stipulation, the Court entered an Order ("Order") pursuant to which the automatic stay was lifted. A correct photocopy of the Order is attached hereto as Exhibit A.

2. The Debtor is in default of the terms of the Stipulation and Order. The Debtor is delinquent in his payments to John Deere for the date of February 1, 1998, in the amount of \$10,000.00. The Debtor is in default on his payment obligations to John Deere in the total amount of \$10,000.00.

THEREFORE, John Deere moves that this Court order the following:

- A. that the automatic stay be terminated as against John Deere;
- B. that John Deere be entitled to foreclose on its interest in the Collateral;
and
- C. that the Court shall grant such other and further relief as the Court deems just and proper.

DILLION, BOSCH, DAW & BOCK,
CHARTERED

Dated: April 1, 1998

By:


Les Bock

CERTIFICATE OF SERVICE

I certify that on April 1, 1998, I caused a true and correct copy of the foregoing document to be forwarded, by the method indicated below, to the following persons:

Howard R. Foley
P.O. Box 10
Meridian, Idaho 83642

Hand Delivery _____
U.S. Mail X _____
Fax _____
Fed. Express _____

Ronald D. Schoen
P.O. Box 216
Payette, Idaho 83661

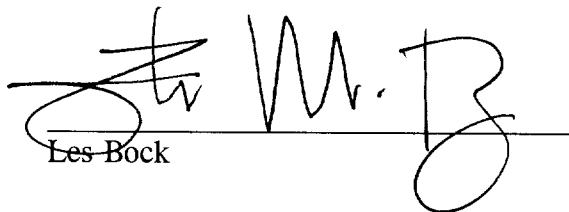
Hand Delivery _____
U.S. Mail X _____
Fax _____
Fed. Express _____

U.S. Trustee
304 N. 8th Street, Room 347
P.O. Box 110
Boise, Idaho 83701

Hand Delivery _____
U.S. Mail X _____
Fax _____
Fed. Express _____

Terry Hipwell
30932 Shelton Road
Parma, Idaho 83660

Hand Delivery _____
U.S. Mail X _____
Fax _____
Fed. Express _____



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Attorneys for John Deere Company

U. S. COURTS

JAN 30 1997

REC'D _____ FILED _____
CAMERON S. BURKE
CLERK IDAHO

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re)	
)	Case No. 96-02095
TERRY HIPWELL,)	Chapter 12
)	
)	ORDER
)	
Debtor.)	
_____)	

The Court, having reviewed the Stipulation and for good cause appearing therefor,

THIS COURT ORDERS that:

1. The Debtor shall be allowed to surrender the John Deere 4850 Tractor (Id. No. RW4850P002569), in lieu of the Case 2470 Tractor (Id. No. 8793720), which latter equipment was to be surrendered in accordance with this Court's December 23, 1996 Order on the Debtor's Motion to Surrender Personal Property. Accordingly, the equipment surrendered by the Debtor shall include:

- A. Brittonya Sprayer 36 Row 500 Gallon (Id. No. 021662240817);
- B. Parma 12 Row Triple Drum Defoliator (Id. No. 14249-95);
- C. Parma 6 Row Harvester (Id. No. 23095);
- D. Northwest 12 Row Power Harrow (Id. No. TAG000473); and
- E. John Deere 4850 Tractor (Id. No. RW4850P002569).

ORDER - 1

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BOSCH & DAW, Chd.

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EXHIBIT A

The equipment retained by the Debtor shall include:

- A. Case 2470 Tractor (Id. No. 8793720);
- B. John Deere 4600 Plow 5 Bottom (Id. No. 12847);
- C. Miller Disk 18' Offset (Id. No. 48525);
- D. John Deere 4630 Tractor (Id. No. 4630H012320R);
- E. International Harvester 1480 Combine & 22' International Harvester 810 Platform (Id. No. 01882); and
- F. Four 14.9 x 46 tractor tires and two 12.4 x 32 tractor tires.

2. The parties acknowledge that John Deere repossessed a John Deere 230 tandem disc and a Parma M910 6-row harvester in May, 1996, pursuant to a secured loan that was partially satisfied as a result of such repossession. These items of equipment are not intended to be covered under this Stipulation.

3. For purposes of payments under the Debtor's Chapter 12 Plan ("Plan"), the parties have agreed that the Collateral retained by the Debtor shall have a deemed value of \$47,000.00, and John Deere shall receive payments as a secured creditor for such amount under the Plan. John Deere shall receive interest on such amount at the rate of ten percent (10%) per annum from the date of confirmation of the Plan until the full amount of the agreed value of the retained collateral has been paid.

4. All five of John Deere's loans to the Debtor shall hereafter be treated as one loan and effectively cross-collateralized for the purposes of payments due under the Plan.

5. Payments pursuant to this Stipulation and the Plan shall be \$10,000 per year beginning on February 1, 1998; provided, however, that the fifth and final payment due under this Stipulation and the Plan shall be a balloon payment that shall pay all remaining amounts due for the retained Collateral.

6. The remainder of John Deere's claim shall be treated as an unsecured claim.

7. Debtor shall at all times maintain casualty insurance on the retained Collateral for its full value and shall provide John Deere with evidence of such insurance, with John Deere named as a first priority Loss Payee.

8. If at any time Debtor fails to make payments as required herein or cease to properly insure the retained Collateral, John Deere shall have the right to a termination of the automatic stay after notice and hearing set to consider such termination, provided that John Deere shall give at least fifteen (15) days' notice of such hearing. Upon the Court's termination

of the automatic stay pursuant to such notice and hearing, John Deere shall be authorized to take such action against the retained Collateral as permitted under the Loans and applicable state law.

9. Notice as required herein shall be effective upon the deposit of the notice in the United States mail and addressed to Debtor's address as listed on his petition or as otherwise provided to John Deere in writing. All notice periods herein shall commence upon the deposit of such notice in the United States mail and the termination of the stay shall apply regardless of the day of the week on which the notice period ends.

10. Any termination of the automatic stay under this Order shall apply to the above Chapter 12 case or any subsequent conversion thereof.

Dated: 1/30/97

ALFRED C. HAGAN

U.S. Bankruptcy Court Judge